

## SCHEDULE 3

### Community, Police and Healthcare

- 1 Community Centre Facilities**
- 1.1 The Owner shall not Occupy or permit Occupation of more than 25 Dwellings until it has requested in writing confirmation from the County Council as to whether the County Council requires the Library Hub Facility to be provided. If no confirmation is received from the County Council in response to such request within 90 Business Day of such request being made, the County Council shall be deemed to have confirmed to the Owner on the expiry of 90 Business Days from the date of the relevant request that the Library Hub Facility is not required to be provided.
- 1.2 The Owner shall not Occupy or permit Occupation of more than 25 Dwellings until it has requested confirmation from the County Council as to whether the County Council requires either:
- (a) the Temporary Library Facilities to be provided; or
  - (b) payment of 10% of the Library Facilities Contribution to the County Council to be applied to the provision of temporary library facilities;
- and if no confirmation is received from the County Council within 90 Business Days of such request the County Council shall be deemed to have confirmed to the Owner that it shall pay 10% of the Library Facilities Contribution to the County Council.
- 1.3 The Owner shall not Occupy or permit Occupation of more than 200 Dwellings until it has requested in writing confirmation from the Borough Council as to whether the Police Force requires the Police Facility to be provided. If no confirmation is received from the Borough Council in response to such request within 90 Business Days of such request being made, the Borough Council shall be deemed to have confirmed to the Owner on the expiry of 90 Business Days from the date of the relevant request that the Police Facility is not required to be provided.
- 1.4 The Owner shall not Occupy or permit Occupation of more than 250 Dwellings until a Community Centre Strategy has been submitted to and approved by the Borough Council and the Development shall only be carried out and Occupied in accordance with the approved Community Centre Strategy and the Trigger Events contained therein, such Community Centre Strategy to include the following details:
- (a) in the event that the County Council has confirmed in writing that it requires the Library Hub Facility to be provided, details of the Library Hub Facility; and
  - (b) in the event that the Borough Council has confirmed in writing that the Police Force requires the Police Facility to be provided, details of the Police Facility.
- 1.5 On receipt of approval of the Community Centre Strategy from the Borough Council the Owner shall apply for and diligently pursue all Necessary Consents required for the construction of the Community Centre Facilities and shall construct the Community Centre Facilities in accordance with the approved Community Centre Strategy, any Trigger Events approved therein and all Necessary Consents.
- Community Hall*
- 1.6 The Owner shall not Occupy or permit Occupation of more than 1,500 Dwellings until:
- (a) the Community Hall has been Completed;
  - (b) the Owner has Transferred responsibility for the Community Hall to the relevant body specified in the Management Arrangements set out in the approved Community Centre Strategy approved by the Borough Council pursuant to paragraph 1.4 above; and

- (c) procured that the management and maintenance of the Community Hall is carried out in accordance with the approved Management Arrangements.

*Police Facility*

1.7 If the Police Facility is to be provided (pursuant to receipt of the Borough Council's confirmation in paragraph 1.3) the Owner shall not Occupy or permit Occupation of more than 1,500 Dwellings until it has:

- (a) constructed the Police Facility; and
- (b) has offered the Police Facility to the Police Force on the Police Force Facility Lease Terms.

1.8 The Owner shall use its Reasonable Endeavours for a period of no less than six months after first offering the Police Facility to the Police Force (pursuant to paragraph 1.7 above) to enter into a Police Force Facility Lease with the Police Force PROVIDED THAT if the Owner has been unable to do so despite using its Reasonable Endeavours for no less than six months it may use the Police Facility for such other uses as may be agreed with the Borough Council subject always to the Borough Council having first confirmed in writing that it is satisfied that the Owner has used its Reasonable Endeavours for a period of no less than six months to enter into a Police Force Facility Lease with the Police Force.

*Temporary Library Facilities*

1.9 If the Temporary Library Facilities are to be provided pursuant to paragraph 1.2 above the Owner shall not Occupy or permit Occupation of more than 250 Dwellings until it has:

- (a) provided the Temporary Library Facilities; or
- (b) (if the Temporary Library Facilities are not to be provided under paragraph 1.2 above) paid to the County Council 10% of the Library Facilities Contribution.

*Library Hub Facility*

1.10 If the Library Hub Facility is to be provided pursuant to receipt of the County Council's confirmation under paragraph 1.1 above the Owner shall not Occupy or permit Occupation of more than 1,500 Dwellings until it has:

- (a) constructed the Library Hub Facility; and
- (b) offered the Library Hub Facility to the County Council (or such other reasonable body or organisation as the County Council and the Owner may agree) on the Library Hub Lease Terms.

1.11 The Owner shall use its Reasonable Endeavours for a period of no less than 9 months after first offering the Library Hub Facility to the County Council (or such other reasonable body or organisation as the County Council and the Owner may agree) (pursuant to paragraph 1.9 above) to enter into a Library Hub Facility Lease with the County Council (or such other reasonable body or organisation as the County Council and the Owner may agree) PROVIDED THAT if the Owner has been unable to do so despite using its Reasonable Endeavours for no less than six months it may use the Library Hub Facility for such other uses as may be agreed with the Borough Council subject always to the Borough Council having first confirmed in writing that it is satisfied that the Owner has used its Reasonable Endeavours for a period of no less than 6 months to enter into a Library Hub Facility Lease with the County Council.

1.12 The Owner shall not Occupy or permit Occupation of more than 1,750 Dwellings until it has provided to the County Council details of the actual cost of the provision of the Temporary Library

Facility and/or the Library Hub Facility if such facilities are to be provided as part of the Development.

*Library Facilities Contribution*

- 1.13 The Owner shall not Occupy or permit Occupation of more than 1,750 Dwellings until it has paid the Library Facilities Contribution in full.
- 1.14 The Owner's obligation to pay the Library Facilities Contribution shall be reduced by agreement between the Owner and the County Council, by an amount equal to:
- (a) (in the event that the Library Hub Facility is provided) the cost of provision of the Library Hub Facility; and
  - (b) either the cost of provision of the Temporary Library Facilities or payment of 10% of the Library Facilities Contribution in accordance with the County Council's confirmation pursuant to paragraph 1.2 above.

**2 Police Force Premises and Contributions**

- 2.1 The Owner shall pay the Police Force Premises Design and Feasibility Contribution to the Borough Council prior to Commencement of the Development.
- 2.2 The Owner shall reserve the Police Force Premises Site for such period of time as is necessary to enable the Owner to comply with its obligations in relation to the Police Force Premises Site set out in this paragraph 2.

2.3 If the Owner and the Borough Council:

- (a) have not received written confirmation from the Police Force by Occupation of the 500<sup>th</sup> Dwelling that the Police Force requires the Police Force Premises Site; or
- (b) have received written confirmation that the Police Force does not intend to provide the Police Force Premises at the Police Force Premises Site,

the Police Force Premises Site shall be released from reservation and the Owner may use it for such other uses as may be agreed by the Borough Council (subject to any Necessary Consents first being obtained).

2.4 If the Owner and the Borough Council have received written confirmation by Occupation of the 500<sup>th</sup> Dwelling that the Police Force Premises Site is required by the Police Force the Owner shall Transfer the Police Force Premises Site to the Police Force no later than Occupation of the 1,725<sup>th</sup> Dwelling PROVIDED THAT the Police Force has submitted details of the specification and estimated costs of construction of the premises it intends to provide on the Police Force Premises Site and the Borough Council has approved such details. For the avoidance of doubt approval of such details by the Borough Council shall not prejudice or fetter its discretion in relation to the determination of any future Reserved Matters Applications or planning applications for the Police Force Premises on the Police Force Premises Site.

2.5 The Owner shall pay the Police Force Premises Construction Contribution to the Borough Council in the following instalments:

- (a) prior to Occupation of 1,725 Dwellings, the sum of £760,823; and
- (b) prior to Occupation of 3,725 Dwellings, the sum of £495,583

PROVIDED THAT in the event that the Police Force confirms that it requires the Police Force Premises Site and the Police Force Premises Site is transferred to the Police Force, the element of the Police Force Premises Construction Contribution to be paid under paragraph 2.5(b) above

shall be reduced by a sum equivalent to £68 multiplied by the size (in square metres) of the Police Force Premises Site.

- 2.6 The Owner shall not Occupy or permit Occupation of the number of Dwellings specified in paragraphs 2.5(a) and 2.5(b) unless and until the relevant instalment of the Police Force Premises Construction Contribution that has fallen due has been paid in full.
- 2.7 The Owner shall pay the Police Force Equipment Contribution to the Borough Council as follows:
- (a) prior to Commencement, the sum of £33,121.29;
  - (b) prior to Occupation of 575 Dwellings, the sum of £63,242.59;
  - (c) prior to Occupation of 1,725 Dwellings, the sum of £63,993.56;
  - (d) prior to Occupation of 2,725 Dwellings, the sum of £54,993.56; and
  - (e) prior to Occupation of 3,725 Dwellings, the sum of £42,620.00.
- 2.8 The Owner shall not Commence Development or Occupy or permit Occupation of the number of Dwellings specified (as applicable) as referred to in paragraphs 2.7(a) to 2.7(e) above unless and until the relevant instalment of the Police Force Equipment Contribution that have fallen due has been paid in full.
- 2.9 The Owner shall pay the Additional Police Force Equipment Contribution to the Borough Council as follows:
- (a) prior to Commencement, the sum of £20,096.25;
  - (b) prior to Occupation of 575 Dwellings, the sum of £40,192.50;
  - (c) prior to Occupation of 1,725 Dwellings, the sum of £34,950;
  - (d) prior to Occupation of 2,725 Dwellings, the sum of £34,950; and
  - (e) prior to Occupation of 3,725 Dwellings, the sum of £27,086.25.
- 2.10 The Owner shall not Commence Development or Occupy or permit Occupation of more than the number of Dwellings specified (as applicable) as referred to in paragraphs 2.9(a) to 2.9(e) above unless and until the relevant instalment of the Additional Police Force Equipment Contribution that has fallen due has been paid in full.

### **3 Burial Space**

- 3.1 The Owner shall not Occupy or permit Occupation of more than 1,000 Dwellings until it has:
- (a) submitted and obtained approval to the Burial Space Marketing Strategy from the Borough Council; and
  - (b) agreed the general location or options for location of the Burial Space with the Borough Council.
- 3.2 Upon receipt of approval of the Burial Space Marketing Strategy the Owner shall commence marketing of the Burial Space no later than Occupation of the 1,000<sup>th</sup> Dwelling and shall thereafter continue to market the Burial Space in accordance with the approved Burial Space Marketing Strategy until the earlier of the following:
- (a) Transfer of the Burial Space to an appropriate body on terms that shall require such body to use and retain it for the purposes of providing burial space such Transfer to include a restrictive covenant requiring the Burial Space not to be used other than to provide burial space capacity to meet the needs of the Development (but not to the exclusion of others

following completion of the Development) and provision of evidence of the same to the Borough Council; and

(b) Occupation of the 2,500<sup>th</sup> Dwelling (subject to paragraphs 3.3 and 3.4 below).

3.3 If the Owner shall have been unable to secure an appropriate body to own and operate the Burial Space and to Transfer the Burial Space to such body by Occupation of the 2,500<sup>th</sup> Dwelling it shall be released from any obligation to provide the Burial Space pursuant to the terms of this Deed PROVIDED THAT on application by the Owner (supported by appropriate documentary and/or other evidence) the Borough Council has confirmed in writing that the Owner is released from its obligations to provide the Burial Space because the Borough Council is satisfied that:

(a) the Owner has marketed the Burial Space in accordance with the approved Burial Space Marketing Strategy pursuant to paragraph 3.2 above; and

(b) that in marketing the Burial Space the Owner has actively marketed the Burial Space to any Alternative Management Body that may have already been approved at the time that the marketing was carried out by the Borough Council pursuant to Schedule 6 to manage and maintain the Development or any part thereof.

3.4 The Owner shall continue to market the Burial Space in accordance with the approved Burial Space Marketing Strategy until such time as the Borough Council has confirmed in writing that the Owner is released from its obligations in relation to the Burial Space pursuant to paragraph 3.3. If on application by the Owner for release from its obligations in relation to the Burial Space the Borough Council refuses to release the Owner from such obligations the Borough Council shall provide reasons for its refusal and may require the Owner to carry out further marketing of the Burial Space for an additional period of up to 3 months from the date of its decision. Thereafter if the Borough Council still refuses to release the Owner from its obligations in relation to provision of the Burial Space, the Owner may refer the matter to a Specialist for determination pursuant to the Dispute Resolution Procedure and the Owner shall continue to market the Burial Space until such time as either the Borough Council or the Specialist has confirmed release of the obligations or the Burial Space has been transferred in accordance with paragraph 3.2(a) above.

#### **4 Traveller Land**

4.1 The Owner shall not submit any Reserved Matters Applications in respect of any part of the Site beyond the first Phase to be Commenced unless the Owner has first submitted to and received approval by the Borough Council of the Traveller Land Strategy (and Reserved Matters Applications shall thereafter be made in accordance with and consistent with the approved Traveller Land Strategy unless otherwise agreed with the Borough Council) PROVIDED THAT:

(a) approval of the Traveller Land Strategy shall not prejudice or fetter the discretion of the Borough Council in relation to the determination of future Reserved Matters Applications or planning applications for the Traveller Land; and

(b) the provisions of this paragraph shall not preclude at any time the submission of any Reserved Matters Application or the obtaining of any Reserved Matters Approval for any of the following:

(i) delivery of Schools and (if applicable) the Roundhill Academy Extension in compliance with the obligations set out in Schedule 2 of this Deed;

(ii) delivery of the Community Centre Facilities in compliance with the obligations set out in paragraph 1 of Schedule 3 of this Deed;

(iii) delivery of the Police Force Premises in compliance with the obligations set out in paragraph 2 of Schedule 3 of this Deed;

- (iv) delivery of the Healthcare Facility in compliance with the obligations set out in paragraph 8 of Schedule 3 of this Deed; and
  - (v) delivery of the transport and highways measures set out in Schedule 4 of this Deed in compliance with the obligations set out there and any roads; and
  - (vi) delivery of any sustainable drainage system (SuDS), pedestrian and cycle routes, bridleways and services (including any engineering operations, structures and landscaping directly required to support the same) necessary for up to 1,500 Dwellings; and
- (c) The Owner shall not submit Reserved Matters Applications relating to delivery of the Replacement Sports Provision, Public Open Space Elements and the Site Wide Children and/or Young Persons Strategy beyond the first Phase to be Commenced in compliance with the obligations set out in Schedule 5 of this Deed other than with the prior written approval of the Borough Council (and for the avoidance of doubt it shall be reasonable for the Borough Council to refuse its agreement and/or to accept a Reserved Matters Application if in its reasonable opinion the relevant Reserved Matters Application may affect a potential location which the Borough Council would wish to see identified and assessed by the Owner in the Traveller Land Strategy. Whilst the Borough Council remains responsible for ensuring that the full range of housing needs are met and for providing sites in its administrative area under relevant legislation, guidance and policy, for the avoidance of doubt the Owner shall remain primarily responsible for identifying sites within the Traveller Land Strategy).

4.2 Prior to the Occupation of the 1,000th Dwelling (or such higher number of Dwellings as the Borough Council may agree) the Owner shall:

- (a) diligently seek and use Reasonable Endeavours to obtain all Necessary Consents for the Traveller Land; and
- (b) provide the Traveller Land in accordance with the approved Traveller Land Strategy; and
- (c) Transfer the Traveller Land to the County Council (and subject to all Necessary Consents having been obtained for the Traveller Land the County Council shall accept such Transfer).

4.3 The Owner shall not Occupy or permit Occupation of more than 1,000 Dwellings (or such higher number of Dwellings as the Borough Council may agree) until it has either:

- (a) complied with the obligations set out in paragraph 4.2 above; or
- (b) subject to having complied with its obligation at paragraph 4.2(a) above, obtained confirmation in writing from the Borough Council that the Owner has used Reasonable Endeavours to obtain all Necessary Consents to provide the Traveller Land in accordance with the approved Traveller Land Strategy but has been unable to do so and that the Borough Council agrees there is no reasonable prospect of the Owner being able to secure such consents within a reasonable period of time if further attempts were to be made to do so and that the Owner is therefore released from its obligations in relation to the Traveller Land PROVIDED THAT where the Council considers there are reasonable prospects then it shall be reasonable for the Council to refuse to provide such confirmation and release the Owner from its obligations relating to the Traveller Land and the Council shall increase the number of Dwellings that may be Occupied for the purposes of paragraphs 4.2 and 4.3 of this Schedule to provide time for such Necessary Consents to be secured and the Owner shall again use its Reasonable Endeavours to diligently seek to secure Necessary Consents PROVIDED ALWAYS THAT a failure of

the Owner to acquire any third party land interest required for delivery of the Traveller Land shall not entitle the Owner to be released from its obligations or to have the number of Dwellings increased under paragraph 4.2 and 4.3 of this Schedule 3).

## **5 Community Development Worker**

5.1 The Owner shall not Occupy or permit Occupation of more than 100 Market Dwellings until it has undertaken the following:

- (a) agreed with the Borough Council a suitable job description and person specification for the Community Development Worker and the method for advertising and publicising such agreed job description;
- (b) used Reasonable Endeavours for a period of no less than 6 months to advertise the Community Development Worker role in accordance with the details agreed with the Council pursuant to paragraph 5.1(a) above and to recruit an individual to that role; and
- (c) subject to an individual being appointed as the Community Development Worker, agreed with the Borough Council the location of and provided temporary non-residential workspace accommodation for use by the Community Development Worker;

PROVIDED THAT if the Owner has been unable to recruit a Community Development Worker despite having complied with its obligations in paragraphs 5.1(a) and 5.1(b) above, paragraph 5.1(c) shall be of no further effect and the Owner shall be under no further obligation in relation to recruitment and provision of a Community Development Worker.

5.2 For the avoidance of doubt the obligation in paragraph 5.1 of this Schedule shall be of no further effect if (despite having used its Reasonable Endeavours for at least 6 months to recruit a suitable individual for the role in accordance with paragraph 5.1 above) the Owner has been unable to secure an individual to take up the Community Development Worker role before the Occupation of 100 Market Dwellings.

## **6 Community Liaison Group**

6.1 The Owner shall not Commence Development prior to either:

- (a) securing the continued operation of the community working group originally established by the Owner to assist with development of and consultation on the Application proposals to act as the Community Liaison Group; or
- (b) securing the establishment of a new Community Liaison Group;

in either case in accordance with the terms of reference set out at Annex 2 to this Schedule 3.

6.2 Unless otherwise agreed with the Borough Council, the Owner shall operate the Community Liaison Group during the construction of the Development and until 6 months after Completion of the Development.

## **7 Civic Amenities**

7.1 The Owner shall pay the Civic Amenity Contribution to the County Council in 9 equal instalments of £23,250. The first such instalment shall be paid prior to Occupation of 500 Dwellings (or at such higher Trigger Event as may be agreed with the County Council) and a further instalment prior to each date on which a further 500 Dwellings are Occupied (or at such higher Trigger Event as may be agreed with the County Council) but in no case beyond the Occupation of the 4,500th Dwelling.

7.2 Occupation of each further 500 Dwellings as referred to in paragraph 7.1 above (or as the case may be such higher Trigger Event as may be agreed) shall be a separate Trigger Event and in

each case the Owner shall not Occupy or permit Occupation of any further Dwellings unless and until the instalment of the Civic Amenity Contribution that has fallen due has been paid in full.

## **8 Healthcare**

- 8.1 The Owner shall pay the First Healthcare Contribution to the Borough Council as follows:
- (a) prior to Commencement the sum of £34,647 to be applied to the design and/or formulation of proposals to expand the healthcare services and/or facilities provided at the Existing Healthcare Facilities;
  - (b) prior to Occupation of 200 Dwellings the sum of £254,077 to be applied to the construction and/or provision of the proposed expansion to the healthcare services and/or facilities provided at the Existing Healthcare Facilities designed and/or formulated pursuant to receipt of the payment referred to in paragraph 8.1(a) above.
- 8.2 The Owner shall pay the Second Healthcare Contribution to the Borough Council as follows:
- (a) prior to Occupation of 500 Dwellings the sum of £70,172 to be applied to the design and/or formulation of proposals to further expand the healthcare services and/or facilities provided at the Existing Healthcare Facilities; and
  - (b) prior to Occupation of 1,200 Dwellings the sum of £514,598 to be applied to the construction and/or provision of the proposed expansion to the healthcare services and/or facilities provided at the Existing Healthcare Facilities designed and/or formulated pursuant to receipt of the payment referred to in paragraph 8.2(a) above PROVIDED THAT the Owner may elect not to make this payment if it provides the Borough Council with reasonable evidence demonstrating that the Owner is actively bringing forward the Healthcare Facility (and that a Healthcare Facility Lease is likely to be entered into, including provision of reasonable evidence demonstrating ownership of the relevant land on which the Healthcare Facility is to be located) and receives approval in writing from the Borough Council of the same and subject always to the provisions of paragraph 8.9 below.
- 8.3 The Owner shall not Occupy or permit Occupation of any further Dwellings once the deadline for payment of the relevant instalment of the First Healthcare Contribution or the Second Healthcare Contribution (as the case may be) has been reached unless and until the instalment which has fallen due has been paid in full (subject to the proviso in paragraph 8.2(b)).
- 8.4 The Owner shall submit the Healthcare Facility Marketing Strategy to the Borough Council for its approval prior to submission of the first Reserved Matters Application for the Phase in which any part of the District Centre to be provided within the Development is to be located and shall not submit such first Reserved Matters Application until it has submitted the Healthcare Facility Marketing Strategy.
- 8.5 Upon approval of the Healthcare Facility Marketing Strategy and for a period of no less than 12 months the Owner shall :
- (a) market the Healthcare Facility in accordance with the approved Healthcare Facility Marketing Strategy; and
  - (b) use Reasonable Endeavours to agree the Healthcare Facility Lease Terms with a Health Service Body for construction and fit out of the Healthcare Facility and grant to the Health Service Body a Healthcare Facility Lease.
- 8.6 The Owner shall not Occupy or permit Occupation of more than 1,725 Dwellings until either:

- (a) the Healthcare Facility has been Completed and Transferred to a Health Service Body in accordance with a Healthcare Facility Lease which has been entered into for the Healthcare Facility and evidence of the same has been provided to the Borough Council; or
- (b) if a Healthcare Facility Lease has not been entered into for the Healthcare Facility, the Borough Council has confirmed in writing it is satisfied that the Owner has used Reasonable Endeavours to market the Healthcare Facility in accordance with the Healthcare Facility Marketing Strategy and paragraph 8.5 above but has been unable to agree reasonable terms with a Health Service Body despite having used its Reasonable Endeavours.

8.7 In the event that a Healthcare Facility Lease is not entered into the Owner shall pay the Additional Healthcare Contribution to the Borough Council as follows:

- (a) prior to Occupation of 1,725 Dwellings the sum of £166,330 to be applied to the design and/or formulation of proposals to expand the healthcare facilities and/or services provided at the Existing Healthcare Facilities;
- (b) prior to Occupation of 1,725 Dwellings the sum of £406,584;
- (c) prior to Occupation of 2,725 Dwellings the sum of £406,584; and
- (d) prior to Occupation of 3,725 Dwellings the sum of £406,584,

and the sums set out at sub-paragraphs (b), (c) and (d) shall be applied to the construction and/or provision of the healthcare facilities and/or services provided at the Existing Healthcare Facilities designed and/or formulated pursuant to receipt of the payment referred to at sub-paragraph (a).

8.8 If the Healthcare Facility is provided it shall be located within the District Centre to be provided within the Development and in accordance with the relevant Reserved Matters Approval.

8.9 If the Borough Council accepts the evidence provided to it pursuant to paragraph 8.2(b), and issues its written approval for the purpose of that paragraph no more than 1,500 Dwellings shall be Occupied until either the Healthcare Facility has been Completed and Transferred in accordance with a Healthcare Facility Lease or, with the prior written consent of the Borough Council, the sum referred to in paragraph 8.2(b) has been paid in the event of circumstances arising which prevent early delivery of the Healthcare Facility and reasonable evidence of the same has been provided by the Owner to the Borough Council.

## ANNEX 1

### Community Centre Facilities and Healthcare Facilities Lease Terms

#### 1 Police Force Facility Lease Terms

1.1 To include at least the following:

- Rent: £1
- Term: 99 years
- Repair: Landlord
- Insurance: Landlord
- External: Landlord
- Service Charge: Proportionate contribution
- User: Office for use of Leicestershire Police only
- Break Clause: Tenant's right to break on 1 year's notice after first 5 years of the lease term

#### 2 Library Hub Facility Lease Terms

2.1 To include at least the following:

- Tenant: the County Council or such other body or person as may be agreed by the County Council and the Landlord
- Rent: £1
- Term: 99 years or such other term as may be agreed between the parties to the lease
- Repair: Landlord
- Insurance: Landlord
- External: Landlord
- Service Charge: Proportionate contribution
- User: Library and such other appropriate ancillary and related services/uses as may be agreed between the parties to the lease
- Break Clause: Tenant's right to break on 1 year's notice after first 5 years of the lease term

#### 3 Healthcare Facility Lease Terms

3.1 To include at least the following:

- Rent: Market rent, abated over the Term by an amount equal to:
  - (a) the Additional Healthcare Contribution which shall not have been paid by the Owner in the event that a Healthcare Facility Lease is entered into; and
  - (b) in the event that the Owner elects not to pay (and the Council agrees that the Owner shall not pay) the second instalment of the Second Healthcare

Contribution as set out in paragraph 8.2(b) of Schedule 3, that second instalment of the Second Healthcare Contribution.

- Term: 25 years or, if appropriate valuation evidence is provided by the relevant Health Service Body that a shorter term is appropriate, a term of no less than 20 years
- Rent review: Every 5 years (any rent determined pursuant to a rent review shall be reduced (calculated on an annual basis) by the same amount as the original rent as detailed above in relation to the Rent provision).
- Other terms: Such other reasonable terms as may be agreed between the parties to the lease.

## ANNEX 2

### Community Liaison Group Terms of Reference

#### 1 Liaison Group – the agreed objectives

- To provide an open line of communication with the communities most affected by the Development.
- To enable representatives of the community to be kept up to date as regards the Development.
- For attendees to table questions to be answered at the meeting or subsequently following receipt of information from technical specialists.
- Attendees will feedback information from the meetings to their parishioners and the communities they are representing to ensure the wider area is up to date.

#### 2 Members/Attendees

- A representative of each of the Owner, the Borough Council, the County Council and the City Council.
- The following groups shall be invited to field a representative for each meeting: Barkby and Barkby Thorpe Action Group, Duck Pond Residents Group, Barkby and Barkby Thorpe Parish Council, Thurmaston Parish Council, Hamilton Residents' Association, any Management Body or Alternative Management Body approved pursuant to Schedule 6 of this Deed and ward members for the Site.
- A representative of such other groups or organisations as the Borough Council and the Owner may approve from time to time.

#### 3 Principles

- The liaison group will run in accordance with the following principles:
  - Diversity – communications will be jargon free in appropriate formats and will be accessible to all.
  - Equality of opportunity - will give equal opportunity to all.
  - Respect – will promote the spirit of mutual openness and will give swift and clear feedback.

#### 4 Protocols for the Meeting

- The Owner's representative shall prepare the agenda and chair all meetings.
- The Community Liaison Group shall meet monthly (or as agreed between the members of the group). Once approved, minutes will be uploaded to the [www.thurmastonurbanextension.co.uk](http://www.thurmastonurbanextension.co.uk) website for residents to review.
- All attendees shall read the minutes in advance of the meeting and notify the group secretary of any agenda items or questions one week in advance of future meetings to ensure the relevant member of the project team for the Development can be in attendance to answer.

- All members will be provided with copies of the minutes in advance of meetings. These should be read in advance of the meeting so attendees do not have to repeat discussions held at previous meetings. However, any amendments to the meetings can be agreed at the subsequent meeting.
- A time limit of 2 hours will be set for each Community Liaison Group meeting, with the opportunity to increase this by a further 15 minutes if the need arises at the discretion of the Chair.
- The meeting will accept and adhere to normal debating protocols.